

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

DANIEL BUTENHOFF and)	
CHRISTINE BUTENHOFF,)	
)	
Plaintiffs,)	
)	
-vs-)	Case No. 08 CV 487
)	
NCO FINANCIAL SYSTEMS, INC.)	
)	
Defendant.)	

OFFER OF JUDGMENT

TO: PLAINTIFFS DANIEL BUTENHOFF and CHRISTINE BUTENHOFF, (hereinafter "Plaintiffs"), by and through their attorney, Debra K. Lumpkins of GATEWAY LEGAL SERVICES, INC., 200 North Broadway, Suite 950 in St. Louis, Missouri 63102

Pursuant to Fed. R. Civ. P. 68, Defendant NCO Financial Systems, Inc. ("NCO") hereby offers to allow judgment to be taken against it and in favor of Plaintiffs, as follows:

1. Judgment shall be entered against NCO for statutory damages in the amount of One Thousand and No/100 Dollars (\$1,000.00) for Defendant's alleged violations of the Fair Debt Collection Practices Act;
2. The Judgment entered shall include an additional amount for Plaintiffs' reasonable costs and attorney's fees accrued through the date of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2), in the event counsel cannot agree, as determined by the Court upon application by Plaintiffs' counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiffs against Defendant, said judgment shall have no effect whatsoever except in settlement of those claims;
4. This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that Defendant is liable in this action, or that Plaintiffs have suffered any damage;
5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiffs within 10 days after service of the Offer, the Offer shall be deemed withdrawn

and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiffs and the judgment finally obtained by Plaintiffs is not more favorable than this Offer, the Plaintiffs must pay their costs incurred after making this Offer, as well as the costs of Defendant as allowed by the law of this Circuit.

ACCEPTED: _____
Plaintiffs

DATE: _____

Respectfully submitted,

/s/Edward S. Meyer

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Attorneys for Defendant NCO Financial Systems,
Inc.

I hereby certify that a copy of the foregoing filed electronically with the Clerk of the Court on May 19, 2008 to be served by operation of the Court's electronic filing system upon the following: **Debra K. Lumpkins**, Gateway Legal Services, Inc., Attorney for Plaintiffs, 200 N. Broadway, Ste. 950, St. Louis, MO 63102.

/s/Edward S. Meyer